

DELEGATE TERMS AND CONDITIONS FOR ACE EVENTS: Please read carefully

1. THE AGREEMENT

(i) These Terms and Conditions together with the Booking Form and any special conditions notified or agreed by the Company constitute "the Agreement" to the exclusion of all other terms. The Agreement may only be varied by written agreement by a duly authorised officer of each of the respective parties.

(ii) Applications for attendance as a delegate at the Event must be made on the Booking Form and must contain all information required by the Company. Any applications accepted otherwise shall be accepted subject to the terms of these Terms and Conditions.

(iii) An Agreement shall be made only when a complete Booking Form has been accepted by the Company (the Company may at their sole discretion refuse to do so).

2. INTERPRETATION

The following expressions have the following meanings:-

"**Accommodation**" means the accommodation (if any) allocated to the delegate for the Event.

"**ACE**" means the Association for Cultural Enterprises whose registered office is at Unit 21, Portway Business Centre, Old Sarum, Salisbury SP4 6QX (Company No. 06480726).

"**Booking Form**" means a booking form (available on the ACE website) completed by the Delegate to attend the Event.

"**Company**" means Cultural Enterprises (Trading) Limited whose registered office is at Unit 21, Portway Business Centre, Old Sarum, Salisbury SP4 6QX (Company No. 08690077).

"**Event**" means the ACE event detailed on the Booking Form.

"**Delegate**" means the person whose details are set out in the Booking Form.

"**Fees**" means the fees payable in relation to attendance at the Event and for the Accommodation and Miscellaneous Items (if any) as set out in the Booking Form.

"**Miscellaneous Items**" means any meals and other miscellaneous items allocated to the Delegate for the Event.

3. EVENT ARRANGEMENTS

(i) The Company will aim to allocate the choices for Accommodation and Miscellaneous Items selected in the Booking Form. However, these are subject to availability and cannot be guaranteed. The Delegate agrees that his/her booking to attend the Event is not conditional upon allocation of these items and that the Company may (where possible) allocate alternative accommodation, meals etc where necessary. The definition of "Accommodation" and "Miscellaneous Items" in these terms shall be interpreted accordingly.

(ii) The Company reserves sole discretion over the operation and promotion of the Event. Any statements made as to accommodation, meals etc, speakers, session contents etc shall constitute only general indications and shall be subject to change.

(iii) The Delegate acknowledges that all intellectual property rights (including goodwill) in and relating to the Event shall be owned by the Company or ACE and undertakes not to use any intellectual property rights of the Company or ACE (including but not limited to their trade marks) or to distribute any materials at the Event.

(iv) The Delegate shall comply with all instructions issued by or on behalf of the Company and staff of the Event venue. The Delegate undertakes not to cause any damage to the Event venue or Accommodation and to inform the Company immediately in the event of any damage to the Event venue, Accommodation or facilities (by any person).

4. CANCELLATION OF BOOKING

In the event of the Delegate wishing to cancel their booking (or part of their booking), for the Event, written notice must be given to the Company (at the address/email stated in the Booking Form). In the event of cancellation:

(a) (i) if a booking is cancelled up to eleven days ahead of the date of the event a full refund may be given at the discretion of the Managing Director

(ii) if a booking is cancelled up to ten days ahead of the date of the event no refund of the Fees incurred or paid will be payable although the Delegate may

nominate a substitute. The Company reserves the right to charge an administrative fee of £50 in the event of such substitution.

(b) where no Fees were payable for the Event, unless at least 30 days' notice of the cancellation is given, the Company reserves the right to charge the Delegate an administration fee of £50. This fee shall be payable within 30 days of invoice.

5. PAYMENT

(i) Payment of the Fees must be made:

(a) by credit/debit card in full at the time of submitting a Booking Form to the Company; or

(b) by selecting payment by invoice, with the invoice payable within 30 days of the date of the invoice. In the event of late payment, the Company reserves the right to cancel the booking.

(ii) In the event that the booking application is not accepted (or that the Accommodation or Miscellaneous Items are not available), the Company will return the applicable Fees to the Delegate within 30 days.

(iii) The Company reserves the right to charge the Delegate interest on any late payment of sums due at the rate of 7% per annum.

6. INSURANCE AND LIABILITY

(i) ACE shall not have any liability to the Delegate under this Agreement. The Company excludes liability to the fullest extent permitted by law for any damage, loss, delay or expense incurred by the Delegate in relation to the Event, including in respect of any lost/damaged equipment and items.

(ii) Without prejudice to paragraph 6(i), the liability of the Company to the Delegate arising out of or in connection with this Agreement shall be limited to direct losses only (and shall not include loss of profit or any indirect or consequential loss or damage) and shall be limited to the sum of the Fees paid by the Delegate.

(iii) The provisions of paragraphs 6(i) and (ii) shall not limit or exclude the liability of the Company for death or personal injury resulting from the negligence of the Company or any other liability that cannot as a matter of law be excluded.

(iv) The Delegate shall be liable to the Company and shall keep the Company indemnified against all costs, claims, demands, actions, proceedings and losses whatsoever made against or incurred by the Company or ACE as a result of the acts and/or omissions of the Delegate.

7. TERMINATION AND POSTPONEMENT

(i) The Company shall be entitled to terminate the Agreement without liability (or obligation to refund the Fees) to the Delegate if: the Delegate commits a material breach of any of its obligations under the Agreement; or the Company is unable to hold the Event as planned due to an event outside of its reasonable control (eg fire, flood). The Company shall be entitled to terminate the Agreement without liability to the Delegate for any other reason but in such circumstances would refund the Fees (less all expenses) to the Delegate. The Company shall not be liable for any expenses incurred by the Delegate in relation to the Event (eg travel or accommodation).

(ii) Without prejudice to the provisions of paragraph 7(i), in the event of the Event venue being or becoming unavailable or unsuitable for the holding of the Event, the Company may (at its sole discretion) rearrange the Event (which may be at an alternative venue) without incurring any liability to the Delegate, in which case the Agreement shall remain binding upon all parties but be deemed to be varied so as reflect the rearrangements.

8. GENERAL

ASSIGNMENT. The Agreement is personal to the Delegate and the Delegate shall not be entitled to transfer it to any person other than as set out in these Terms and Conditions. The Company shall be entitled to assign the benefit (subject to the burden) of the Agreement without notice to or consent from the Delegate.

THIRD PARTY RIGHTS. Other than ACE, which shall have the right to enforce any term in the Agreement, a person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

LAW. These Terms and Conditions shall be governed by and construed in accordance with English law.